

Sept 18, 2006

Mike Circian
EPA Office
Libby, MT

Mike:

On Sept. 14, 2006 at the monthly CAG meeting we submitted to you the "Bill" from D.C. Orr which cover his expense for excavating on the mine side of Hwy-37.

As you are aware Mr. Orr exposed and removed, inadvertently, a pocket of contaminated soil while locating a possible leak to the irrigation line which passes under Hwy-37 through a culvert.

At the CAG meeting my wife and I asked you and Paul Pernard to contact Mr. Orr on your intentions relating to the "Bill" We would encourage you folks to review, discuss and finalize your intent as quickly as possible in order that we can reach closure on our involvement.

A question that has surfaced from this episode is "**Liability**". Mr. Orr has indicated that he was "Exposed to contaminated material that was left by a previous contractor." As I have told you folks, I assured Mr. Orr that by excavating in that particular location he would not be adversely exposed because he was dealing with "Clean backfill" that was defined in the Work Plan for that site.

Once again who is responsible for the liability features of this situation?

When you and Paul Lammers concluded the inspection of the waterline that Max Dodson refers to in his letter of Oct. 12, 2005, (item -#5) you suggested that the problem "may very well be ours". We had two situations which made us "candidate" for that comment.

We felt that the only way to know for sure was to excavate the line and check for leaks and flush the line. The problem had to be solved one way or another. You, Mike, were quite adamant that it was for sure our problem.

You first inspected the plumbing, in the shop, under the sink, and toilet to make sure there was no leaks. The plumbing in that area was done in the first place by a Master Plumber Dale Herried from Libby. The next justification had to be digging up the 140 foot water line to make sure we did not have a connection that was not glued. You felt it needed to be done right away so this matter would be cleared up.

On Monday evening we did dig 70 feet of the line up and finished the other 65 feet on late Tuesday night . On Wednesday morning you came out and inspected every glued connection and **you did not find one leak.**

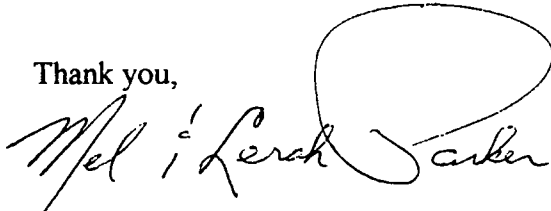
Our feeling is that by digging up the line, should the problem be ours, it would exempt you from any further concerns and we would be responsible for the time and expenses of fixing it. But to prove I'm not at fault becomes an expense of \$600.00 to me and the problem still exists.

We are asking that you cover the cost of us proving that the problem isn't ours.

Enclosed is a copy of the "Bill" submitted to us for payment for digging up the 1 1/4 inch water line to the shop and the frost free faucet.

We would appreciate a very timely response.

Thank you,



Mel and Lerah Parker

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